

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON, TEXAS

United States Courts
Southern District of Texas
FILED

JUL 22 2022

MR. PROBIR KUMAR BONDYOPADHYAY
MRS. MADHURI BONDYOPADHYAY
UNITED STATES CITIZENS
14418 Oak Chase Drive
Houston, Texas 77062, U.S.A.

Nathan Ochsner, Clerk of Court

Plaintiff

Versus

The BDF Group
(beneficiary-owner of (CWABS 2007-SEA2)
Represented by
Ms. Mary A. Daffin
1900 Saint James Place Suite 500
Houston, Texas 77056-4125

Defendant

Cause No. _____

Date: July 21, 2022

THE COMPLAINT

This case involves two distinctly separate violations of federal laws in connection with a sub-prime home equity loan contract that originated from a now non-existent entity called Countrywide Home loan that was destroyed in 2008 for nation-wide foreclosure fraud. The first violation deals with provisions of Chapter 7 Bankruptcy laws. The related second violation involves constitutional provision of DUE PROCESS OF LAW in a judicial proceeding of the Texas State District Court (Case 2019-35083/157th District Court). The Defendant is directly involved with both of these violations. The details are presented below with documented evidence. Quantized remedy sought is presented.

 -1-
July 21, 2022

IN THE U.S. DISTRICT COURT OF SDTX, HOUSTON
Mr. Probir K. and Mrs. Madhuri Bondyopadhyay vs. The BDF Group

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IN THE U.S. DISTRICT COURT OF SDTX, HOUSTON
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1. SUMMARY OF THE CASE

This case originates from the destruction of Countrywide Home Loan (henceforth called Countrywide) in October 2008 by 49 U.S. State Attorney Generals for nationwide sub-prime loan foreclosure fraud. The Defendant in this case is the law firm that represented the Countrywide in Texas. During the time period October 2008 when the Countrywide was destroyed (and Bank of America (BoA) Home loan became the Trustee), and December 2012 when the (BoA) pleaded guilty to subprime Home loan foreclosure fraud, (on behalf of Countrywide) many of the present Defendant's lawyers began generating new security instruments out of the loans in 'foreclosure' and became their recorded owners

An employee of the Defendant, one Mr. Anthony Scott Vincent of Dallas, Texas area, made himself, the beneficiary-owner of a security instrument at the Defendant's working place and created a fraudulent mortgage loan account with Bay View Loan Servicing of Coral Gable Florida in mid-October 2012. This fraudulent and criminal action were on the Plaintiffs' account which was sub-judice in a class action lawsuit against Countrywide before the Paul Volcker Commission during September 2009-January 2014. Problems began there.

The Trustee, BoA Home Loan pleaded guilty in December 2012 and settled the Plaintiffs' account with a cash payment in January 2014.

The Federal issues to be addressed in this Court case are simply presented below.

IN THE U.S. DISTRICT COURT OF SDTX, HOUSTON
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2. THE PLAINTIFFS

The Plaintiffs are United States Citizens continuously residing at the address; 14418 Oak Chase Drive, Houston, Texas 77062 in Harris County Texas since May 1989.

In December 1998, the Plaintiffs took a home equity loan with Countrywide home loan that was characterized as a sub-prime loan. The said countrywide home loan which owned the entire account (Principal + Interest + Taxes + Insurance) was destroyed in 2008 in a class-action lawsuit. The Bank of America Home Loan took over as the Trustee in October 2008 and pleaded guilty of foreclosure fraud in December 2012.

3. THE DEFENDANT

The present Defendant, the BDF Group, is also known as the Texas law firm Barrett Daffin Frappier Turner & Engel LLP. The BDF Group was the law firm representing the Countrywide Home Loan. Its employees during 2009 through 2019 were involved in the violation of federal laws and foreclosure fraud involving subprime home equity loans. The Defendant, committing two proven federal crimes in this complaint is described in Exhibit-B. Ms. Mary A. Daffin represents the Defendant in this complaint.

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4. THE APPLICABLE LAWS

4.1 Chapter 7 Bankruptcy law, upon conclusion of the process, voids a contract and allows a fresh start.

As seen in Exhibit-A of this complaint, the Chapter 7 process successfully concluded on May 24, 2010 voided the Countrywide Home Loan sub-prime home equity loan contract (identified with the loan number 8382972).

This violation is shown next with incontrovertible, direct, written evidence.

4.2 When a residential property is involved in a dispute for taking over, DUE PROCESS OF LAW guaranteed by the U.S Constitution, (Fifth Amendment) must be followed.

This issue constitutes second part of the complaint.

This violation is shown next with incontrovertible, direct, written evidence. ([the case 2019-35083/157th District Court of Texas).

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5. THE ESTABLISHED FACTS

5.1 Attention of the Honorable Court is drawn to EXHIBIT- B. This is the incontrovertible direct written evidence of federal crime committed by the Defendant on May 16, 2014, demanding money (in the amount of \$90,066.90c to '*reinstate*' original sub-prime loan contract (at high interest rate of 11.625% that was vacated by Chapter 7, U.S. Bankruptcy Court action on May 24, 2010 shown in Exhibit-A)

5.2 Attention of the Honorable Court is now drawn to EXHIBIT- C. This is the incontrovertible direct written evidence of federal crime **continuously** committed by the Defendant beyond May 16, 2014, till this June 2022 demanding money, keeping on its record the original sub-prime loan contract (at high interest rate of 11.625% that was vacated by Chapter 7, U.S. Bankruptcy Court action on May 24, 2010 shown in Exhibit-A)

(The house has been kept in **continuous** 'foreclosure' status since May 24, 2010 till June 7, 2022.) [originally from July 28, 2000]

5.3 Attention of the Honorable Court is drawn to the **Docket Control Order** of the Case 2019-35083/157th District Court in **Exhibit-D** noting the dates.

5.4 Then the attention of the Honorable Court is drawn to the date of the "FINAL JUDGEMENT" in **Exhibit-E** which is October 2, 2019 with the trial judge's signature.

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5.5 This proves that the DUE PROCESS OF LAW guaranteed by the U.S. Constitution was not followed, thus rendering the 'Final Judgment' as UNCONSTITUTIONAL.

5.6 The attorney involved, Ms. Dominique Varner (Texas Bar No. 00791182), is a contingency based attorney engaged by the Defendant, the BDF Group, to commit the violation of the DUE PROCESS OF LAW.

5.7 The Plaintiff has a witness (C.J. Holdings LLC, 920 Clear Lake City Boulevard, Webster, Texas 77598) to provide evidence and affirm the violation committed by the Defendant.

5.8 The Defendant has engaged multiple contingency-based attorneys including Ms. Shelley L. Hopkins (Texas Bar No.24036497) and Ms. Dominique Varner (Texas Bar No.00791182) to commit the above-mentioned proven federal crimes over a period of 12 years (5/2010 through 06/2022)

6. THE REMEDY SOUGHT

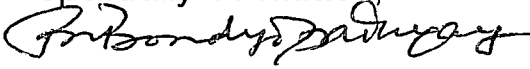
Immense financial hardships and losses were caused by the Defendant over a period of 12 years. The minimum damage in loss of income etc. is assessed at \$25,000 per year for 12 years at \$300,000. This loss and remedy have to be addressed in a court hearing.

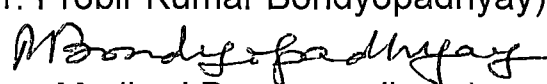
IN THE U.S. DISTRICT COURT OF SDTX, HOUSTON
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The Plaintiffs will provide additional evidence and will respond very promptly, to any question or any clarification that this Honorable Court may need.

The Plaintiffs can also be contacted by E-Mail.

Respectfully Submitted,

 July 21, 2022
(Mr. Probir Kumar Bondyopadhyay)

 07/21/2022
(Mrs. Madhuri Bondyopadhyay)

14418 Oak Chase Drive

Houston, Texas 77062

E-Mail: dr.bondy@gmail.com

Tel: 832-758-6514 (Mobile)

281-486-7735 (Home)

Service to:

The Defendant's Attorney

Ms. Mary A. Daffin

Texas Bar No. 05309200

1900 Saint James Place Suite 500

Houston, Texas 77056 - 4125

E-Mail: had@theBDFGroup.com

Tel: 713-693-2000

IN THE U.S. DISTRICT COURT OF SDTX, HOUSTON
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EXHIBIT-A

(U.S. Bankruptcy Court Record showing Chapter-7 action concluded on May 24, 2010 that automatically voided the sub-prime Home equity loan (Bank of America Home Loan Account 8382972) contract terms of very high interest rate of 11.625%)

BK CM/ECF LIVE - US Bankruptcy Court-Texas Sou...

<https://ecf.txsb.uscourts.gov/cgi-bin/iquery.pl?7298...>**Select a Case****There was 1 matching person.****There were 6 matching cases.**

Name	Case No.	Case Title	Chapter / Lead BK case	Date Filed	Party Role	Date Closed
Bondyopadhyay, Probir Kumar (pty) (6 cases)	<u>01-39653</u>	Probir Kumar Bondyopadhyay and Madhuri Bondyopadhyay	13	08/31/01	Debtor	03/14/02
	<u>02-38313</u>	Probir Kumar Bondyopadhyay and Madhuri Bondyopadhyay	13	07/31/02	Debtor	01/03/03
	<u>02-45020</u>	Probir Kumar Bondyopadhyay and Madhuri Bondyopadhyay	13	12/17/02	Debtor	08/07/03
	<u>03-45687</u>	Probir Kumar Bondyopadhyay and Madhuri Bondyopadhyay	13	11/03/03	Debtor	01/16/05
	<u>04-43576</u>	Probir Kumar Bondyopadhyay and Madhuri Bondyopadhyay	7	09/24/04	Debtor	05/24/10
	<u>06-03658</u>	Bondyopadhyay et al v. Countrywide Home Loans et al	Lead BK: 04-43576 Probir Kumar Bondyopadhyay and Madhuri Bondyopadhyay	11/11/06	Counter- Defendant	07/26/07

IN THE U.S. DISTRICT COURT OF SDTX, HOUSTON
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EXHIBIT-B

(Incontrovertible direct written evidence of **federal crime** committed on May 16, 2014, demanding money (in the amount of \$90,066.90c to '*reinstate*' original sub-prime loan contract (at high interest rate of 11.625% that was vacated by Chapter 7, U.S. Bankruptcy Court action on May 24, 2010 shown in Exhibit-C)

(The house has been kept in **continuous** 'foreclosure' status since May 24, 2010 till June 7, 2022.)

BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP

15000 Surveyor Boulevard
 Suite 100
 Addison, Texas 75001
 Telephone: (972) 419-1163 Fax (972) 661-7711

REINSTATEMENT QUOTE

20000031400970

PROBIR K. BONDYOPADHYAY

MADHURI BONDYOPADHYAY

14418 OAK CHASE DRIVE

HOUSTON, TX 77062

Date: 05/16/2014

Mortgage Company:

BAYVIEW LOAN SERVICES

To: PROBIR BONDYOPADHYAY

Mortgagor: PROBIR K.
BONDYOPADHYAY

Phone:

Loan Number: 0000601778

Fax:

File Number: 20000031400970

From: Homeowners Assistance Dept.

Sale Date:

OUR FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As you requested, the figures stated below are provided by our client and have been calculated good through June 12, 2014 and must be received by this office by 5:00 p.m. CST on June 12, 2014.

Amounts due to your mortgage company and fees due to this office are to be remitted to the above address. Please remit two separate checks, one payable to BAYVIEW LOAN SERVICING and one payable to Barrett Daffin Frappier Turner & Engel, LLP. All funds must be in the form of cashier's checks or money orders. No personal checks.

Payment - 1 Payment(s) AT \$85,877.06	= \$	85,877.06
Late Charges - 1 Payment(s) AT \$45.37	= \$	45.37
Appraisal/SPD	= \$	-
Escrow/Impound Balance (+/-)	= \$	-
Suspense	= \$	-
NSF Charges	= \$	-
Corporate Advances	= \$	3,796.97
Previous Foreclosure or Bankruptcy Fees	= \$	-
Amount Due 15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001	= \$	89,629.40
Attorney Fees Fees due to Barrett Daffin Frappier Turner & Engel, LLP	= \$	437.50
Total Amount Due	= \$	90,066.90

The above figures were provided by our client and are subject to final verification. Our client reserves the right to collect additional amounts as necessary to complete the reinstatement.

IN THE U.S. DISTRICT COURT OF SDTX, HOUSTON
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EXHIBIT-C

(Incontrovertible direct written evidence of **federal crime** committed on May 16, 2014, demanding money (in the amount of \$90,066.90c to *'reinstate'* original sub-prime loan contract (at high interest rate of 11.625% that was vacated by Chapter 7, U.S. Bankruptcy Court action on May 24, 2010 shown in Exhibit-A) CONTINUED non-stop till June 2022 covering a period of 12 years beyond May 24, 2010 when the Chapter 7 process voided the sub-prime home loan contract).

(The house has been kept in **continuous** 'foreclosure' status since May 24, 2010 till June 7, 2022.)

MORTGAGE STATEMENT

Statement Date: 05/18/2022



DO NOT SEND MAIL OR PAYMENTS TO THIS ADDRESS
P.O. Box 619063 • Dallas, TX 75261-9063

5-811-20363-0001170-001-1-000-010-000-000



PROBIR K BONDYOPADHYAY
MADHURI BONDYOPADHYAY
14418 OAK CHASE DR
HOUSTON TX 77062-2038

Account Information

Outstanding Principal	\$85,877.06
Interest Rate	11.6250%
Prepayment Penalty	None
Property Address:	14418 OAK CHASE DR HOUSTON TX 77062
Contractual Due Date:	August 1, 2007
Current Escrow Balance:	-\$79,372.90

IN THE U.S. DISTRICT COURT OF SDTX, HOUSTON
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EXHIBIT-D

(The Docket Control Order of 2019-35083)

The dates show establishment of the Due Process of Law

Case No. 201935083

THE BANK OF NEW YORK MELLON (F
vs.
BONDYOPADHYAY, PROBIR K

DCORX
IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
157th JUDICIAL DISTRICT

DOCKET CONTROL ORDER

The following docket control order shall apply to this case unless modified by the court. If no date is given below, the item is governed by the Texas Rules of Civil Procedure.

1. **11/25/19 JOINDER.** All parties must be added and served, whether by amendment or third party practice, by this date. THE PARTY CAUSING THE JOINDER SHALL PROVIDE A COPY OF THIS DOCKET CONTROL ORDER AT THE TIME OF SERVICE.
2. **EXPERT WITNESS DESIGNATION.** Expert witness designations are required and must be served by the following dates. The designation must include the information listed in Rule 194.2(f). Failure to timely respond will be governed by Rule 193.6.
(a) **02/24/20** Experts for parties seeking affirmative relief.
(b) **03/27/20** All other experts.
3. **STATUS CONFERENCE.** Parties shall be prepared to discuss all aspects of the case, including ADR, with the court on this date. TIME:
Failure to appear will be grounds for dismissal for want of prosecution.
4. **DISCOVERY LIMITATIONS.** The discovery limitations of Rule 190.2, if applicable, or otherwise of Rule 190.3 apply unless changed below:
(a) Total hours per side for oral depositions.
(b) Number of interrogatories that may be served by each party on any other party.
5. **ALTERNATIVE DISPUTE RESOLUTION.**
(a) **03/27/20** By this date the parties must either (1) file an agreement for ADR stating the form of ADR requested and the name of an agreed mediator, if applicable; or (2) set an objection to ADR. If no agreement or objection is filed, the court may sign an ADR order.
(b) ADR conducted pursuant to the agreement of the parties must be completed by this date.
6. **04/24/20 DISCOVERY PERIOD ENDS.** All discovery must be conducted before the end of the discovery period. Parties seeking discovery must serve requests sufficiently far in advance of the end of the discovery period that the deadline for responding will be within the discovery period. Counsel may conduct discovery beyond this deadline by agreement. Incomplete discovery will not delay the trial.
7. **DISPOSITIVE MOTIONS AND PLEAS.** Must be heard by oral hearing or submission.
(a) **04/24/20** If subject to an interlocutory appeal, dispositive motions or pleas must be heard by this date.
(b) **04/24/20** Summary judgment motions not subject to an interlocutory appeal must be heard by this date.
(c) Rule 166a(i) motions may not be heard before this date.
8. **04/24/20 CHALLENGES TO EXPERT TESTIMONY.** All motions to exclude expert testimony and evidentiary challenges to expert testimony must be filed by this date, unless extended by leave of court.
9. **03/27/20 PLEADINGS.** All amendments and supplements must be filed by this date. This order does not preclude prompt filing of pleadings directly responsive to any timely filed pleadings.
10. Parties shall be prepared to discuss all aspects of trial with the court on this date.
TIME: Failure to appear will be grounds for dismissal for want of prosecution.
11. **05/25/20 TRIAL.** If not assigned by the second Friday following this date, the case will be reset.

SIGNED

PROBIR K BONDYOPADHYAY
14418 OAK CHASE DR
HOUSTON TX 77062-2038

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TANYA GARRISON
Judge, 157TH DISTRICT COURT
Date Generated 09/05/2019

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IN THE U.S. DISTRICT COURT OF SDTX, HOUSTON
Mr. Probir K. and Mrs. Madhuri Bondyopadhyay vs. The BDF Group

EXHIBIT-E

(The first and last pages of the 'Final Judgment')

(October 2, 2019, Case 2019-35083)

The date of signature proves violation of Due Process of Law

9/4/2019 12:49 PM
Marilyn Burgess - District Clerk Harris County
Envelope No. 36514922
By: LISA COOPER
Filed: 9/4/2019 12:49 PM

Pgs-3

CAUSE NO. 2019-35083

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THE BANK OF NEW YORK MELLON	§	IN THE 157th JUDICIAL
FKA THE BANK OF NEW YORK, AS	§	
TRUSTEE (CWABS 2007-SEA2)	§	
vs.	§	DISTRICT COURT OF
	§	
PROBIR K. BONDYOPADHYAY and	§	
MADHURI BONDYOPADHYAY	§	HARRIS COUNTY, TEXAS

FINAL JUDGMENT

After consideration of the Traditional Motion for Final Summary Judgment of The Bank of New York Mellon FKA The Bank of New York, as Trustee (CWABS 2007-SEA2) ("Plaintiff"), against Probir K. Bondyopadhyay and Madhuri Bondyopadhyay, the response, argument of counsel, pleadings, evidence, admissions, affidavits, stipulations of the parties, authenticated or certified public records, if any, on file at the time of the hearing, the Court finds that the Motion should be GRANTED. It is therefore,

ORDERED that summary judgment is GRANTED in favor of Plaintiff and against Defendants, Probir K. Bondyopadhyay and Madhuri Bondyopadhyay. It is further

ORDERED that Plaintiff is the holder of the Note and Deed of Trust and holds a valid security interest in the real property commonly known 14418 Oak Chase Dr, Houston, TX 77062, and more particularly described:

LOT FOUR (4), IN BLOCK ONE (1) OF BAY GLEN., SECTION FIVE (5), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 75 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS. (the "Property".) It is further

ORDERED that there is a default under the terms of the Note to Plaintiff. It is further

ORDERED that that the amount of the lien held by Plaintiff in the Property is \$317,983.94, plus interest from and after July 31, 2019, plus costs of court and reasonable and necessary attorneys' fees in the amount of \$4,250.00 plus conditional attorneys' fees of \$10,000.00 in the

This judgment is final, disposes of all parties and all claims, and is appealable. Any and all relief not expressly granted herein is denied.

SIGNED this ____ day of _____, 2019

Signed:
10/2/2019



JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

By: 

Dominique Varner TBA #00791182

Email: dvarner@hwallp.com

Nathan Milliron TBA #24030984

Email: njm@hwallp.com

HUGHES, WATTERS & ASKANASE, L.L.P.

Total Plaza

1201 Louisiana, 28th Floor

Houston, Texas 77002

Telephone: (713) 759-0818

Facsimile: (713) 759-6834

Attorneys for Plaintiff

[END OF THIS SUBMISSION]